

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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THOMSON REUTERS (TAX & ACCOUNTING)
INC.,

Plaintiff,

-against-

HOMEACTIONS, LLC, BARRY FRIEDMAN and
LAURIE FRIEDMAN,

Defendants.
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DOCUMENT
ELECTRONICALLY FILED
DOC #:
DATE FILED: 6-8-2015

No. 15 CV 03654 (RJS) (AJP)

STIPULATION AND ORDER

The parties herein agree and it is ordered by the Court as follows:

ORDERED, that Pending further order of this Court, Defendants, and any of their affiliates, managers, directors, officers, members, employees and anyone acting on any of their behalves, are hereby restrained and enjoined from breaching the License Agreement dated February 1, 2012, between HomeActions, LLC and Thomson Reuters (Tax & Accounting) Inc. (the "License Agreement") (with capitalized terms herein as defined in the License Agreement) including, without limitation, from:

- (1) using the Licensed Code in any manner not expressly authorized by the License Agreement;
- (2) revealing, divulging or making known to any third party, or making use of, for its own or any other party's benefit, the Licensed Code, or any other trade secrets or confidential information belonging to Plaintiff, except as expressly authorized by the License Agreement;
- (3) engaging in any business or activity in the world that competes with Plaintiff within the Restricted Industries through July 7, 2015;

- (4) interfering with business relationships between Plaintiff and any of its customers, suppliers or prospects through July 7, 2015;
- (5) persuading or attempting to persuade any customer or supplier or prospective customer or supplier of Plaintiff within the Restricted Industries not to hire or do business with Plaintiff through July 7, 2015;
- (6) soliciting for themselves or any other person the business of any person who is a customer or supplier of Plaintiff within the Restricted Industries, or was its actual or potential customer or supplier within two years prior to the time of such solicitation to the extent that such business is similar to or competitive with the business conducted by such customer or supplier with Plaintiff's Restricted Industries through July 7, 2015, except in connection with the original business of HomeActions,;
- (7) as to Laurie Friedman, violating Plaintiff's Code of Business Conduct and Ethics and/or Information Security Handbook, to the extent still applicable to her as a former employee of Plaintiff; and it is further

ORDERED, that the parties shall take appropriate steps to preserve all documents and other information, in any form, potentially relevant to the matters set forth in the Complaint herein; and it is further

ORDERED, that Defendants shall provide Plaintiff with copies of any confidential information or other information belonging to Plaintiff on or before May 22, 2015; and it is further

ORDERED, that Defendants shall make their books and records, and electronic communications, relevant to the allegations in the Amended Complaint herein, available for inspection and copying by counsel for Plaintiff (at Plaintiff's sole expense) no later than May 22, 2015 without interruption to Defendants' business; and it is further

ORDERED, that Defendants shall make Barry Friedman and Laurie Friedman available for deposition in Washington, DC, if requested by Plaintiff, no later than June 22, 2015, and other necessary witnesses thereafter as agreed by the parties or ordered by the Court; and it is further

ORDERED, that Defendants hereby acknowledge acceptance of service of process of these proceedings, and their time to answer or otherwise respond to the Amended Complaint is extended to July 30, 2015; and it is further

ORDERED, that the parties reserve all rights and remedies available to them including, without limitation, the right to request additional discovery, and the right to make any application to vacate, modify, extend or otherwise alter this Order, or any of the provisions herein, such application to be made on notice to the adverse party and otherwise in conformity with the rules of the Court.

The parties hereby agree that they are bound by this Stipulation and Order as of the execution of it by their counsel, until and unless it is rejected or modified by the Court.

Dated: New York, New York
May 19, 2015

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Attorneys for Plaintiff Thomson Reuters
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Attorneys for Defendants HomeActions, LLC,
Barry Friedman and Laurie Friedman

SO ORDERED:


6/8/15 *enc*

